

COMMON LAW NOTICE

CLAIM OF LIEN OBLIGATION & AFFIDAVIT OF TRUTH AND FACT

Tracking Number : AICS20170213H – This is a security

STATE of New York

COUNTY of Kings

Affiant/Demandant/Lienor: Eric Hawkes Richmond

A Sovereign, American citizen
on the land at common law.

Respondent/Lienee: Ann Marie Donnelly

STATE OF NEW YORK

COUNTY OF KINGS ss.:

FILED
IN CLERK'S OFFICE
US DISTRICT COURT E.D.N.Y.
★ FEB 14 2017 ★
BROOKLYN OFFICE

AFFIDAVIT OF TRUTH & FACT

Notice is hereby given that failure or refusal to contest this AFFIDAVIT OF TRUTH & FACT within thirty (30) days on a point-for-point basis shall be construed as constructive silence and concealment of incriminating evidence and shall create the legal presumption that the un-addressed below listed points are settled facts. A failure to contest the facts below with a sworn affidavit of truth addressing each and every point in AFFIDAVIT OF TRUTH & FACT means you agree with the un-addressed facts and points as set forth and with the obligations described.

IMPORTANT NOTICE

Receipt of this AFFIDAVIT OF TRUTH & FACT requires a response as stipulated above. Acquiescence will be your answer to all below statements if you fail or refuse to provide a written response in the form of a rebuttal sworn Affidavit under penalty of perjury. Mere denial of the facts below is not enough to rebut the points and facts outlined below. Documentary evidence and sworn testimony are required to rebut each and every point denied.

All men and women know that the foundation of law and commerce exists in the telling of the truth, the whole truth, and nothing but the truth.

All corporate government is based upon Commercial Affidavits, Commercial Contracts, Commercial Liens and Commercial Distresses, hence, governments cannot exercise the power to expunge commercial processes.

Notice to agent is notice to principal and notice to principal is notice to agent.

Acquiescence means "A person's tacit or passive acceptance; implied consent to an act."

Review **Morris vs. NCR, 44 SW2d 433** which states: "An Affidavit if not contested in a timely manner is considered undisputed facts as a matter of law."

Also, review **U.S. vs. Pruden, 424 F.2d 1021 (1970)** which states: "Silence can only be equated with fraud where there is a legal or moral duty to speak or where an inquiry left unanswered would be intentionally misleading..."

MAXIMS OF COMMERCIAL LAW

1. **A WORKMAN IS WORTHY OF HIS HIRE.** Legal maxim: "It is against equity for freemen not to have the free disposal of their own property."

2. **ALL ARE EQUAL UNDER THE LAW.** "Equality before the law". "No one is above the law". This is founded on both Natural and Moral law and is binding on everyone. For someone to say, or act as though, he is "above the law" is insane. This is the major insanity in the world today. Man continues to live, act, believe, and form systems, organizations, governments, laws and processes which presume to be able to supercede or abrogate Natural or Moral Law. But, under commercial law, Natural and Moral Law are binding on everyone, and no one can escape it. Commerce, by the law of nations, ought to be common, and not to be converted into a monopoly and the private gain of the few.

3. **IN COMMERCE, TRUTH IS SOVEREIGN** This one is one of the most comforting maxims one could have, your foundation for your peace-of-mind and your security and your capacity to win and triumph – to get your remedy – in this business. Truth is sovereign – and the Sovereign tells only the truth. *Your word is your bond.* If truth were not sovereign in commerce, i.e., all human action and inter-relations, there would be no basis for anything. No basis for law and order,

no basis no accountability, there would be no standards, no capacity to resolve anything. It would mean "anything goes", "each man for himself", and "nothing matters". That's worse than the law of the jungle. Commerce. "To lie is to go against the mind". Oriental proverb: "Of all that is good, sublimity is supreme."

4. **TRUTH IS EXPRESSED IN THE FORM OF AN AFFIDAVIT.** An affidavit is your solemn expression of your truth. In commerce, an affidavit must be accompanied and must underlay and form the foundation for any commercial transaction whatsoever. There can be no valid commercial transaction without someone putting their neck on the line and stating, "this is true, correct, complete and not meant to mislead." An affidavit is a two edged sword; it cuts both ways. Someone has to take responsibility for saying that it is a real situation. It can be called a true bill, as they say in the Grand Jury. When you issue an affidavit in commerce you get the power of an affidavit. You also incur the liability, because this has to be a situation where other people might be adversely affected by it. Things change by your affidavit, which are going to affect people's lives. If what you say in your affidavit is, in fact, not true, then those who are adversely affected can come back at you with justifiable recourse because you lied. You have told a lie as if it were the truth. People depend on your affidavit and then they have lost because you lied.

5. **AN UNREBUTTED AFFIDAVIT STANDS AS TRUTH IN COMMERCE.** Claims made in your affidavit, if not rebutted, emerge as the truth of the matter. Legal Maxim: "He who does not deny, admits."

6. **AN UNREBUTTED AFFIDAVIT BECOMES THE JUDGMENT IN COMMERCE.** There is nothing left to resolve. Any proceeding in a court, tribunal, or arbitration forum consists of a contest, or duel, of commercial affidavits wherein the points remaining unrebutted in the end stand as truth and matters to which the judgment of the law is applied.

7. **IN COMMERCE FOR ANY MATTER TO BE RESOLVED, IT MUST BE EXPRESSED.**

No one is a mind reader. You have to put your position out there, you have to state what the issue is, to have someone to talk about and resolve. Legal Maxim: "He who fails to assert his rights has none.

8. HE WHO LEAVES THE BATTLEFIELD FIRST LOSES BY DEFAULT. This means that an affidavit which is unrebutted point for point stands as "truth in commerce" because it hasn't been rebutted and has left the battlefield. Governments allegedly exists to resolve disputes, conflicts and truth. Governments allegedly exist to be substitutes for the dueling field and the battlefield for such disputes, conflicts of affidavits of truth are resolved peaceably and reasonably instead of by violence. So people can take their disputes into court and have them all opened up and resolved, instead of going out and marching ten paces and turning to kill or injure. Legal Maxim: "He who does not repel a wrong when he can, occasions it".

9. SACRIFICE IS THE MEASURE OF CREDIBILITY. Nothing ventured nothing gained. A person must put himself on the line, assume a position, take a stand, as regards the matter at hand. One cannot realize the potential gain without also exposing himself to the potential of loss for the truth of his statements and legitimacy of his actions has no basis to assert claims or charges and forfeits all credibility and right. Legal Maxim: "He who bears the burden ought also to derive the benefit".

10. A LIEN OR CLAIM CAN BE SATISFIED ONLY THROUGH REBUTTABLE BY AFFIDAVIT POINT BY POINT, RESOLUTION BY JURY, OR PAYMENT. In commerce a lien or claim can be satisfied in any one of three ways:

(A) By someone rebutting your affidavit, with another affidavit of his own, point by point, until the matter is resolved as to whose is correct, in case of non-resolution.

(B) You convene a Sheriff's common law jury, based on the Seventh Amendment, concerning a dispute involving a claim of more than \$20. Or, you can use three

disinterested parties to make judgment.

(C) Agreement.

(D) The only other way to satisfy a lien is to pay it.

Legal Maxim: "if the plaintiff does not prove his case, the defendant is absolved".

Eric Hawkes Richmond being duly sworn deposes and says:

1. I have full knowledge of all facts and statements set forth below.
2. I am a man, free born and of lawful age.
3. I swear the facts below to be true under penalty of perjury.
4. Ann Marie Donnelly is an attorney licensed in New York State.
5. Ann Marie Donnelly is bound by Attorney's Oath of Office as found in § 1 of Article XIII of the New York State Constitution, as follows:

I do solemnly swear (or affirm) that I will support the constitution of the United States, and the constitution of the State of New York, and that I will faithfully discharge the duties of the office of [attorney and counselor-at-law], according to the best of my ability.

6. Ann Marie Donnelly is an Article III Judge in the Eastern District of New York.
7. Ann Marie Donnelly is bound by Judge's Oath as follows:

28 U.S. Code § 453 - Oaths of justices and judges

Each justice or judge of the United States shall take the following oath or affirmation before performing the duties of his office: "I, __ __, do solemnly swear (or affirm) that I will administer justice without respect to persons, and do equal right to the poor and to the rich, and that I will faithfully and impartially discharge and perform all the duties incumbent upon me as __ under the Constitution and laws of the United States. So help me God."

8. Ann Marie Donnelly was on February 22, 2016, and has been since that date at all times until the date of this Affidavit of Truth, the Article III Judge in case Number 15-cv-04980-AMD in the Eastern District of New York.

9. The docket is attached as Exhibit A showing the dates and times of the filings of the parties and the court.

10. Federal Rule of Bankruptcy Procedure 8019 regarding oral argument is as follows:

Rule 8019. Oral Argument

(a) Party's Statement. Any party may file, or a district court or BAP may require, a statement explaining why oral argument should, or need not, be permitted.

(b) Resumption of Oral Argument and Exceptions. Oral argument must be allowed in every case unless the district judge—or all the BAP judges assigned to hear the appeal—examine the briefs and record and determine that oral argument is unnecessary because

(1) the appeal is frivolous;

(2) the dispositive issue or issues have been authoritatively decided; or

(3) the facts and legal arguments are adequately presented in the briefs and record, and the decisional process would not be significantly aided by oral argument.

11. The decision in the case was filed without oral argument, without a determination that the appeal was frivolous, without a finding that the dispositive issue or issues have been authoritatively decided and without a finding that the facts and legal arguments are adequately presented in the briefs and record, and the decisional process would not be significantly aided by oral argument.

12. A decision absent oral argument without a finding of any of the required findings of times in Federal Rule of Bankruptcy Procedure 8019 (b) is a violation of Federal Law regarding a required procedure.

13. The failures to provide a required procedure is a violation of due process.

14. The failure to provide due process is a violation of Ann Marie Donnelly's Attorney's Oath of Office.


15. The failure to provide due process is a violation of Ann Marie Donnelly's Judge's Oath.

16. For the violation of due process Affiant is damaged in the amount of \$25,000,000.


17. Ann Marie Donnelly has 30 days from the date of service of this document on his agent(s) to either compensate Eric Hawkes Richmond in full (\$25,000,000), vacate the order of the Eastern District of New York Case Number 15-cv-04980-AMD dated February 22, 2016 or provide sworn affidavit and evidence which rebuts the above statements of fact item by item with documentary evidence.

Eric Hawkes Richmond, the Affiant, does hereby confirm and affirm that all facts stated herein are true, correct, complete to the best of my knowledge, not misleading, admissible as evidence, and are signed under the penalty of perjury.

Date: Feb 13, 2017

BY: 
Eric Hawkes Richmond
2107 Regent Place
Brooklyn, NY 11226
gowanusx@gmail.com
(646) 256-9613

Sworn to before me
this 13 day of February, 2017


KAMAL P. SONI
Notary Public, State of New York
No. 01SO6089949
Qualified in Kings County
Commission Expires March 31, 2019

**U.S. District Court
Eastern District of New York (Brooklyn)
CIVIL DOCKET FOR CASE #: 1:15-cv-04980-AMD**

Richmond v. Select Portfolio Servicing, Inc.
Assigned to: Judge Ann M Donnelly
Case in other court: U.S. Bankruptcy Court, Eastern District of
NY, 14-41678
Cause: 28:1334 Bankruptcy Appeal

Date Filed: 08/25/2015
Date Terminated: 03/03/2016
Jury Demand: None
Nature of Suit: 422 Bankruptcy Appeal
(801)
Jurisdiction: Federal Question

Appellant

Eric H. Richmond

represented by **Eric H. Richmond**
227 4th Avenue
Brooklyn, NY 11215
2nd Address:
2107 Regent Place
Brooklyn, NY 11226
646-256-9613
PRO SE

V.

Appellee

P.B. #7, LLC
TERMINATED: 09/04/2015

represented by **Glenn P. Warmuth**
Stim & Warmuth, P.C.
2 Eighth Street
Farmingville, NY 11738
631-732-2000
Fax: 631-732-2662
Email: glenn.warmuth@stim-warmuth.com
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Appellee

Select Portfolio Servicing Inc.
*, as servicing agent for U.S. Bank National
Association*



represented by **David Vincent Mignardi**
Eckert Seamans Cherin Mellot, LLC
10 Bank Street
Suite 700
White Plains, NY 10606
914-949-2909
Fax: 914-949-5424
Email: dmignardi@eckertseamans.com
LEAD ATTORNEY
ATTORNEY TO BE NOTICED



Jordan S. Katz
Hirsch & Katz
585 Stewart Avenue, Ste L-70

EXHIBIT A

Garden City, NY 11530
 516-227-2552
 Fax: 516-227-3331
 Email: jkatz@hirschkatz.com
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Date Filed	#	Docket Text
08/25/2015	<u>1</u>	Notice of APPEAL FROM BANKRUPTCY COURT. Bankruptcy Court case number 14-41678., filed by Eric H. Richmond. (Attachments: # <u>1</u> Civil Cover Sheet #332-1, # <u>2</u> #332-2 Docket Sheet, # <u>3</u> #332-3 Stamped Envelope, # <u>4</u> #332-4 Notice Rec, # <u>5</u> #329 Transmittal, # <u>6</u> #329-1 Docket Sheet) (Davis, Kimberly) (Entered: 08/26/2015)
08/26/2015		Notice that appeal from the Bankruptcy Court has been docketed. Parties shall file with the Bankruptcy Clerk their designations of items to be included in the record and statement of issues to be presented pursuant to Federal Rule of Bankruptcy Procedure 8009. (Davis, Kimberly) (Entered: 08/26/2015)
08/31/2015	<u>2</u>	Letter by P.B. #7, LLC (Warmuth, Glenn) (Entered: 08/31/2015)
09/01/2015	<u>3</u>	Letter dated 9/1/15 from the Pro Se Office to Eric Richmond, pro se, requesting clarification of his letter dated 8/25/15. (Chee, Alvin) (Entered: 09/01/2015)
09/04/2015	<u>4</u>	ORDER re: amending caption; and briefing schedule. (Ordered by Judge Brian M. Cogan on 9/3/2015) c/m (Guzzi, Roseann) (Entered: 09/04/2015)
09/08/2015	<u>8</u>	Letter dated 9/8/15 from Eric Richmond re: responding to the request for clarification of the Appellee, US Bank National Association. (Guzzi, Roseann) (Entered: 09/10/2015)
09/09/2015	<u>5</u>	Notice of Bankruptcy Record Received. Notice to all parties, in accordance with Federal Rule of Bankruptcy Procedure 8010(b)(3), that the record has been received or is available electronically. Parties shall now follow briefing schedule as set forth in Federal Rule of Bankruptcy Procedure 8018. Specifically, appellant must serve and file a brief within 30 days of this notice, the appellee must serve and file a brief within 30 days after service of the appellants brief, and the appellant may serve and file a reply brief within 14 days after service of the appellees brief, but a reply brief must be filed at least 7 days before scheduled argument. (Attachments: # <u>1</u> #350 Amended Notice of Appeal/Cover Sheet, # <u>2</u> Exhibit #350-1) (Bowens, Priscilla) (Entered: 09/09/2015)
09/09/2015		ORDER VACATING <u>5</u> Notice of Bankruptcy Record with briefing scheduling. The briefing schedule as set forth in the Order at docket <u>4</u> remains in effect. Ordered by Judge Brian M. Cogan on 9/9/2015. c/m (Weisberg, Peggy) (Entered: 09/09/2015)
09/09/2015	<u>6</u>	NOTICE: Amended Transmittal of Notice of Appeal Bankruptcy Court. (Attachments: # <u>1</u> copy of Bankruptcy Court docket 1-14-41678-cec) (Guzzi, Roseann) (Entered: 09/09/2015)
09/09/2015	<u>7</u>	NOTICE: Amended Notice of Appeal to District Court - amended to replace Appellees in the Amended Civil Cover Sheet and the Party #1 in the Amended Notice of Appeal Filed by Debtor Eric H. Richmond (related document(s)323 Notice of Appeal) (Attachments: # <u>1</u> District Court Time Stamp Envelope) (mem) (Entered: 09/08/2015) (Attachments: # <u>1</u> envelope) (Guzzi, Roseann) (Entered: 09/09/2015)
09/28/2015	<u>10</u>	Appellant's OPENING BRIEF by Eric H. Richmond. (Guzzi, Roseann) (Entered: 09/29/2015)

09/29/2015	<u>9</u>	Mail Returned as Undeliverable. Mail sent to Eric Richmond (copy of docket sheet mailed to Eric Richmond 8/26/15) Returned as attempted not known. (Guzzi, Roseann) (Entered: 09/29/2015)
09/29/2015		ORDER REASSIGNING CASE. Case reassigned to Judge Allyne R. Ross for all further proceedings. Judge Brian M. Cogan no longer assigned to case Please download and review the Individual Practices of the assigned Judges, located on our website . Attorneys are responsible for providing courtesy copies to judges where their Individual Practices require such.. Ordered by Chief Judge Carol Bagley Amon on 9/29/2015. (Davis, Kimberly) (Entered: 09/29/2015)
09/29/2015	<u>11</u>	NOTICE of Appearance by David Vincent Mignardi on behalf of Select Portfolio Servicing Inc. (aty to be noticed) (Mignardi, David) (Entered: 09/29/2015)
10/01/2015	<u>12</u>	Mail Returned as Undeliverable. Mail sent to Eric H. Richmond (copy of Order Vacating 9/9/15) returned. (Guzzi, Roseann) (Entered: 10/01/2015)
10/09/2015	<u>13</u>	Notice of Bankruptcy Record Received - Transmittal of Additional Record on Appeal to District Court. Notice to all parties, in accordance with Federal Rule of Bankruptcy Procedure 8010(b)(3), that the record has been received or is available electronically. Parties shall now follow briefing schedule as set forth in Federal Rule of Bankruptcy Procedure 8018. Specifically, appellant must serve and file a brief within 30 days of this notice, the appellee must serve and file a brief within 30 days after service of the appellants brief, and the appellant may serve and file a reply brief within 14 days after service of the appellees brief, but a reply brief must be filed at least 7 days before scheduled argument. (Attachments: # <u>1</u> Additional Records) (Brown, Marc) (Entered: 10/09/2015)
10/09/2015	<u>14</u> 	Appellee's BRIEF by Select Portfolio Servicing Inc.. (Mignardi, David) (Entered: 10/09/2015)
10/09/2015	<u>15</u>	CERTIFICATE OF SERVICE by Select Portfolio Servicing Inc. re <u>14</u>  Appellee's Brief (Mignardi, David) (Entered: 10/09/2015)
10/23/2015	<u>16</u>	Appellant's REPLY BRIEF In further support of Appeal by Eric H. Richmond. (Guzzi, Roseann) (Entered: 10/27/2015)
11/05/2015	<u>17</u>	CERTIFICATE of Counsel with <i>Certificate of Compliance</i> by David Vincent Mignardi on behalf of Select Portfolio Servicing Inc. (Mignardi, David) (Entered: 11/05/2015)
11/08/2015		Case Reassigned to Judge Ann M Donnelly. Judge Allyne R. Ross no longer assigned to the case. Please download and review the Individual Practices of the assigned Judges, located on our website . Attorneys are responsible for providing courtesy copies to judges where their Individual Practices require such. (Mahoney, Brenna) (Entered: 11/08/2015)
02/22/2016	<u>18</u>	MEMORANDUM AND ORDER: Judge Craig's July 1, 2015 and August 7, 2015 orders are AFFIRMED, and Mr. Richmond's 4980 and 5201 appeals are DENIED. Ordered by Judge Ann M. Donnelly on 2/22/2016. (Greene, Donna) (Entered: 02/22/2016)
03/03/2016	<u>19</u>	JUDGMENT: Ordered and Adjudged that Judge Carla Craig's July 1st, 2015 and August 7th, 2015 Orders are affirmed; and that Plaintiff's appeals in 15-CV-4980 and 15-CV-5201 are denied. Signed Douglas C. Palmer, Clerk of Court by Janet Hamilton, Deputy Clerk on 3/3/2016. (Rodriguez, Lori) (Entered: 03/03/2016)
03/08/2016	<u>20</u>	Mail Returned as Undeliverable. Memorandum and Order sent to Eric H. Richmond. Returned with Postal Notation "Return to Sender, Not Deliverable as Addressed, Unable

		to Forward". (Rodriguez, Lori) (Entered: 03/08/2016)
03/14/2016	<u>21</u>	Mail Returned as Undeliverable. Judgement dated 3/3/16 mailed to Eric H. Richmond returned "Return to Sender - Attempted Not Known - Unable to Forward." (Greene, Donna) (Entered: 03/14/2016)
03/21/2016	<u>22</u>	MOTION for Reconsideration re (10 in 1:15-cv-05201-AMD, 18 in 1:15-cv-04980-AMD) Memorandum & Opinion by Eric H. Richmond. (Attachments: # <u>1</u> 2/22/2016 Memorandum and Order, # <u>2</u> Affirmation) (Lee, Tiffeny) (Entered: 03/22/2016)
03/23/2016	<u>23</u>	Letter to Judge Donnelly Re: Debtor's Motion for Reconsideration by Select Portfolio Servicing Inc. (Mignardi, David) (Entered: 03/23/2016)
03/24/2016	<u>24</u>	Letter dated March 24, 2016 from Eric Richmond to Judge Donnelly, regarding prior motions to Judge Brian Cogan. (Piper, Francine) (Entered: 03/28/2016)
03/28/2016	<u>25</u>	MOTION for Extension of Time to File <i>Notice of Appeal</i> by Eric H. Richmond. (Piper, Francine) (Entered: 03/30/2016)
03/29/2016		ORDER. The Court has reviewed the appellant's letter dated March 24, 2016 <u>24</u> . As the plaintiff is pro se, and the Court's February 22, 2016 Memorandum and Order was returned to the Court after it was mailed to the appellant at the first address on the docket and had to be resent to him, the Court considers the appellant's motion for reconsideration to be timely and will consider it on its merits. The Court does not require any more letters or briefing from the parties on the appellant's motion for reconsideration. Ordered by Judge Ann M Donnelly on 3/29/2016. (Zainulbhai, Yasmin) (Entered: 03/29/2016)
04/22/2016	<u>26</u>	Letter <i>Response to debtors motion to extend</i> by Select Portfolio Servicing Inc. (Mignardi, David) (Entered: 04/22/2016)
06/08/2016	<u>27</u> 	MEMORANDUM AND ORDER: The defendant's motion for reconsideration is denied, and his motion for an extension of time to appeal this decision is denied as moot. Ordered by Judge Ann M. Donnelly on 6/8/2016. (Greene, Donna) (Entered: 06/08/2016)
06/22/2016	<u>28</u>	NOTICE OF APPEAL as to <u>19</u> Clerk's Judgment, <u>18</u> Memorandum & Opinion by Eric H. Richmond. No fee paid. Service done electronically. Please Note: This Notice of Appeal is timely pursuant to <u>17</u> Memo and Order filed 6/8/16. (McGee, Mary Ann) (Main Document 28 replaced on 6/24/2016) (McGee, Mary Ann). (Entered: 06/24/2016)
06/22/2016	<u>29</u>	Subsequent/Amended NOTICE OF APPEAL as to <u>27</u>  Order on Motion for Reconsideration filed 6/8/16 Order on Motion for Extension of Time to File by Eric H. Richmond. Service done electronically. No fee for Amended Notice of Appeal. (McGee, Mary Ann) (Entered: 06/24/2016)
06/24/2016		Electronic Index to Record on Appeal sent to US Court of Appeals. <u>28</u> Notice of Appeal Documents are available via Pacer. For docket entries without a hyperlink or for documents under seal, contact the court and we'll arrange for the document(s) to be made available to you. (McGee, Mary Ann) (Entered: 06/24/2016)
06/24/2016		First Supplemental Electronic Index to Record on Appeal sent to US Court of Appeals. <u>29</u> Subsequent Notice of Appeal, Documents are available via Pacer. For docket entries without a hyperlink or for documents under seal, contact the court and we'll arrange for the document(s) to be made available to you. (McGee, Mary Ann) (Entered: 06/24/2016)